

R. J. REYNOLDS TOBACCO COMPANY
CARTON PREFERRED PRESENCE PLAN

We/I the undersigned retailer and R. J. Reynolds Tobacco Company, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of the R. J. Reynolds Tobacco Company Carton Preferred Presence Plan.

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following plan, effective May 1, 1990, for the stores which sell 300 C/W primarily by the carton.

Store Name Brown + Filsen RJR Account Number 539069
(Please Print)
Street Address 36 Newburgh RD RJR Territory Number 07840
City/State Hackettstown, NJ Zip
Call Classification _____ Branch (If chain) 2529-00-00

Volume Category	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
<u>300</u>	<u>00.00</u>	<u>6</u>	<u>\$ 900.00</u>

Cigarette volume will be determined by the average weekly sales of all brands of cigarettes sold in the most recent three month period.
Retailer's Signature [Signature]

Title: President Date Contract Signed 1/15/90

R. J. REYNOLDS TOBACCO COMPANY
BY: Dan Holland Contract Effective Date 1/1/90

Is your organization a corporation, government agency, or tax exempt? (Yes/No) _____
If not, enter your TIN in the applicable space provided: _____

Individual Proprietorship: _____ Partnership: _____
(Social Security Number) (Employer ID Number)

attached contract will remain in effect, unless and until terminated by either party upon written notice delivered to the other. In the event of failure of performance by retailer, this contract may be terminated by R. J. Reynolds Tobacco Company, at its discretion and without notice.

offer is extended pursuant to R. J. Reynolds Tobacco Company's general plan, that, in the judgment of the Company, it is available to all competing retailers.

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R. J. REYNOLDS TOBACCO COMPANY CARTON OUTLET PREFERRED PRESENCE PLAN

With the undersigned retailer and R. J. Reynolds Tobacco Company, by signing below, wotod agree, for the type plan and stores designated below, to the terms and conditions of the R. J. Reynolds Tobacco Company Carton Preferred Presence Plan.

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following display plan, effective May 1, 1989, for retail stores which sell 300+ CPW primarily by the carton.

General Requirements for Participation:

- RJR Carton Merchandiser/Plan plus the following as agreed upon by an R. J. Reynolds Tobacco Company representative:
 - RJR Package Merchandiser (Self-Service)
 - RJR Saving Center Display Plan
 - RJR Express Checklane Merchandiser

Payments will be made on a quarterly basis as follows. All payments shown per month per store:

MONTHLY PAYMENT PER STORE			
Volume Category	Cigarette Volume	Plan C	Monthly Payment
3	300+		\$50.00

Cigarette volume will be determined by the average weekly sales of all brands of cigarettes during the most recent three-month period.

Specific Requirements:

- Retailer must use merchandiser(s) furnished or approved by R. J. Reynolds Tobacco Company.
- Retailer must maintain merchandisers in locations agreed upon with R. J. Reynolds Tobacco Company.
- The removal of one or more display contracts terminates this plan.
- All requirements of the agreed upon display contracts (Carton Merchandiser/Plan and Package, Saving Center or Express Checklane Plans) must be maintained in compliance to qualify for the Preferred Presence payment.
- Retailer will maintain adequate display of designated cigarette brands on display at all times.
- Retailer will permit the R. J. Reynolds Tobacco Company representative to make reasonable audits of performance and to inspect and rotate RJR's product in stores under contract.

Preferred Presence Plan compliance will be determined by an RJR Representative and payment will be made at the end of each calendar quarter by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due R. J. Reynolds Tobacco Company.

The attached contract will remain in effect, unless and until terminated by either party upon written notice delivered to the other. In the event of failure of performance by retailer, this contract may be terminated by R. J. Reynolds Tobacco Company forthwith and without notice.

This offer is extended pursuant to R. J. Reynolds Tobacco Company's general plan, that, in the judgment of the Company, is made available on proportionately equal terms to all competing retailers.

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